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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

WILLIENE JACKSON-JONES,
individually and on behalf of all others
situated, KAREN SANTOS,
individually and on behalf of all others
situated,

Plaintiffs,

v.

EPOCH EVERLASTING PLAY, LLC,
a Delaware limited liability company,
TARGET CORPORATION, a
Minnesota corporation, and
AMAZON.COM SERVICES LLC, a
Delaware corporation,

Defendants.

Case No. 2:23-cv-02567-ODW-SK

**~~PROPOSED~~ STIPULATED
PROTECTIVE ORDER**

1. A. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the Parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The Parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that

1 the protection it affords from public disclosure and use extends only to the limited
2 information or items that are entitled to confidential treatment under the applicable
3 legal principles. The Parties further acknowledge, as set forth in Section 12.3, below,
4 that this Stipulated Protective Order does not entitle them to file confidential
5 information under seal; Civil Local Rule 79-5 sets forth the procedures that must be
6 followed and the standards that will be applied when a party seeks permission from
7 the Court to file material under seal.

8 B. GOOD CAUSE STATEMENT

9 This Action is likely to involve the production and exchange of
10 confidential, proprietary, and private materials and information for which
11 special protection from public disclosure and from use for any purpose other than
12 prosecution of this action is warranted. Such confidential, proprietary, and private
13 materials and information may consist of, among other things, (1) financial
14 information relating to the Producing Party's sales and revenues; (2) information
15 regarding confidential business practices; (3) private customer information, including
16 their names, addresses, and contact information; (4) non-public and commercially
17 sensitive information concerning the development, manufacturing, marketing,
18 labeling, advertising, distribution, and sales of Calico Critters products; and (5) other
19 sensitive commercial information that is generally unavailable to the public, or which
20 may be privileged or otherwise protected from disclosure under state or federal
21 statutes, court rules, case decisions, or common law.

22 Accordingly, to expedite the flow of information, to facilitate the prompt
23 resolution of disputes over confidentiality of discovery materials, to adequately
24 protect information the Parties are entitled to keep confidential, to ensure that the
25 Parties are permitted reasonably necessary uses of such material in preparation for and
26 in the conduct of trial, to address their handling at the end of the litigation, and serve
27 the ends of justice, a protective order for such information is justified in this matter.

1 It is the intent of the Parties that information will not be designated as
 2 confidential for tactical reasons and that nothing be so designated without a good
 3 faith belief that it has been maintained in a confidential, non-public manner, and there
 4 is good cause why it should not be part of the public record of this case.

5 2. DEFINITIONS

6 2.1 Action: the action currently pending in the U.S. District Court for the
 7 Central District of California styled *Williene Jackson-Jones, et al. v. Epoch*
 8 *Everlasting Play, LLC, et al.*, Case No. 2:23-cv-02567-ODW-SK (C.D. Cal.).

9 2.2 Challenging Party: a Party or Non-Party that challenges the designation
 10 of information or items as CONFIDENTIAL or HIGHLY CONFIDENTIAL –
 11 ATTORNEYS’ EYES ONLY under this Order.

12 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
 13 how it is generated, stored, or maintained) or tangible things that qualify for protection
 14 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good
 15 Cause Statement in Section 1.2, above.

16 2.4 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
 17 Information or Items: information (regardless of how it is generated, stored, or
 18 maintained) or tangible things that qualify for protection as “CONFIDENTIAL”
 19 Information or Items, as defined in Section 2.3, and constitute or contain business
 20 information of a most sensitive nature, such as that it might be of significant value to
 21 an actual or potential competitor of the Producing Party, and which must be protected
 22 from disclosure as set forth herein. Such information includes, but is not limited to,
 23 confidential sales and revenue information, trade secrets, and other highly sensitive
 24 commercial information. Among other reasons, a “HIGHLY CONFIDENTIAL –
 25 ATTORNEYS’ EYES ONLY” designation is needed in this Action because the
 26 Defendants are competitors and, therefore, certain CONFIDENTIAL Information or
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1 Items that will likely be produced in discovery should be limited to the Parties'
2 Outside Counsel of Record.

3 2.5 Counsel: Outside Counsel of Record and In-House Counsel (as well as
4 their support staff).

5 2.6 Designating Party: a Party or Non-Party that designates information or
6 items that it produces in disclosures or in responses to discovery as
7 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES
8 ONLY."

9 2.7 Disclosure or Discovery Material: all items or information, regardless of
10 the medium or manner in which it is generated, stored, or maintained (including,
11 among other things, testimony, transcripts, documents, and tangible things), that are
12 produced or generated in disclosures or responses to discovery in this Action.

13 2.8 Expert: a person with specialized knowledge or experience in a matter
14 pertinent to the Action who has been retained by a Party or its Counsel to serve as an
15 expert witness or as a consultant in this Action.

16 2.9 In-House Counsel: attorneys who are employees of a Party to this
17 Action. In-House Counsel does not include Outside Counsel of Record or any other
18 outside counsel.

19 2.10 Non-Party: any natural person, partnership, corporation, association, or
20 other legal entity not named as a Party to this Action.

21 2.11 Outside Counsel of Record: attorneys who are not employees of a Party
22 to this Action but are retained to represent or advise a Party to this Action and have
23 appeared in this Action on behalf of that Party or are affiliated with a law firm which
24 has appeared on behalf of that Party, and includes support staff.

25 2.12 Party: any Party to this Action, including all of its officers, directors,
26 employees, consultants, retained experts, and Outside Counsel of Record (and their
27 support staff).

1 2.13 Producing Party: a Party or Non-Party that produces Disclosure or
2 Discovery Material in this Action.

3 2.14 Professional Vendors: persons or entities that provide litigation support
4 services (*e.g.*, photocopying, videotaping, translating, preparing exhibits or
5 demonstrations, and organizing, storing, or retrieving data in any form or medium)
6 and their employees and subcontractors.

7 2.15 Protected Material: any Disclosure or Discovery Material that is
8 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’
9 EYES ONLY.”

10 2.16 Receiving Party: a Party that receives Disclosure or Discovery Material
11 from a Producing Party.

12 3. SCOPE

13 The protections conferred by this Stipulation and Order cover not only
14 Protected Material (as defined above), but also (1) any information copied or extracted
15 from Protected Material; (2) all copies, excerpts, summaries, or compilations of
16 Protected Material; and (3) any testimony, conversations, or presentations by Parties
17 or their Counsel that might reveal Protected Material.

18 Any use of Protected Material at trial will be governed by the orders of the trial
19 judge. This Order does not govern the use of Protected Material at trial.

20 4. DURATION

21 Even after final disposition of this litigation, the confidentiality obligations
22 imposed by this Order will remain in effect until a Designating Party agrees otherwise
23 in writing or a court order otherwise directs. Final disposition will be deemed to be
24 the later of (1) dismissal of all claims and defenses in this Action, with or without
25 prejudice; and (2) final judgment herein after the completion and exhaustion of all
26 appeals, rehearings, remands, trials, or reviews of this Action, including the time
27 limits for filing any motions or applications for extension of time pursuant to
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applicable law. The Parties' consent to this provision shall not be deemed a waiver with regard to any Party's ability to challenge the claimed confidentiality of any discovery material under Paragraph 6 (CHALLENGING CONFIDENTIALITY DESIGNATIONS).

5. DESIGNATING PROTECTED MATERIAL

5.1 Exercise of Restraint and Care in Designating Material for Protection.

Each Party or Non-Party that designates information or items for protection under this Order must take care to limit any such designation to specific material that qualifies under the appropriate standards. The Designating Party must designate for protection only those parts of material, documents, items, or oral or written communications that qualify, so that other portions of the material, documents, items, or communications for which protection is not warranted are not swept unjustifiably within the ambit of this Order.

Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown to be clearly unjustified or that have been made for an improper purpose (*e.g.*, to unnecessarily encumber the case development process or to impose unnecessary expenses and burdens on other parties) may expose the Designating Party to sanctions.

If it comes to a Designating Party's attention that information or items that it designated for protection do not qualify for protection, the Designating Party must promptly notify all other Parties that it is withdrawing the mistaken designation.

5.2 Manner and Timing of Designations.

Except as otherwise provided in this Order (*see, e.g.*, second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so designated before the material is disclosed or produced.

Designation in conformity with this Order requires:

1 (a). For information in documentary form (e.g., paper or electronic
2 documents, but excluding transcripts of depositions or other pretrial or trial
3 proceedings), that the Producing Party affix, at a minimum, the legend
4 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
5 ONLY” (hereinafter “CONFIDENTIAL legend” and “HIGHLY CONFIDENTIAL –
6 ATTORNEYS’ EYES ONLY legend”) to each page that contains protected material.

7 A Party or Non-Party that makes original documents available for
8 inspection need not designate them for protection until after the inspecting Party has
9 indicated which documents it would like copied and produced. During the inspection
10 and before the designation, all of the material made available for inspection will be
11 deemed “CONFIDENTIAL.” After the inspecting Party has identified the documents
12 it wants copied and produced, the Producing Party must determine which documents,
13 or portions thereof, qualify for protection under this Order. Then, before producing
14 the specified documents, the Producing Party must affix the “CONFIDENTIAL
15 legend” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY legend” to
16 each page that contains Protected Material.

17 (b) for testimony given in depositions or in other pretrial proceedings,
18 that the Designating Party identify on the record, during the deposition or other
19 pretrial proceeding, whether the testimony contains Protected Material.
20 Subsequently, the Designating Party must, within fourteen (14) days after receiving
21 the final transcript of the deposition or other pretrial proceedings, designate portions
22 of the transcript, or exhibits thereto, as Protected Material and notify all other Parties
23 and participating Non-Parties of those designations. All Parties and participating
24 Non-Parties must treat the transcript in its entirety as Protected Material until the
25 fourteen (14) day period has expired and thereafter must treat all portions designated
26 as Protected Material accordingly.

(c) for information produced in some form other than documentary and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information is stored the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” If only a portion or portions of the information warrants protection, the Producing Party, to the extent practicable, will identify the protected portion(s).

5.3 Inadvertent Failures to Designate.

An inadvertent failure to designate qualified information or items as Protected Material does not, standing alone, waive the Producing Party’s right to secure protection under this Order for such material. Upon correction of a designation, the Receiving Party must make reasonable efforts to assure that the designated material is treated as Protected Material in accordance with the provisions of this Order.

6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

6.1 Timing of Challenges.

Any Party or Non-Party may challenge a designation of confidentiality at any time that is consistent with the Court’s Scheduling Order. Unless a prompt challenge to a Designating Party’s designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic burdens, or a significant disruption or delay of the Action, a Party does not waive its right to challenge a confidentiality designation by electing not to mount a challenge promptly after the original designation is disclosed.

6.2 Meet and Confer.

To the extent a Party seeks to challenge a designation of confidentiality, the Challenging Party will initiate the dispute resolution process (and, if necessary, file a discovery motion) under Local Civil Rule 37.1, *et seq.*

6.3 Burden of Persuasion.

The burden of persuasion in any such proceeding challenging a designation of confidentiality will be on the Designating Party. Frivolous challenges, and those

made for an improper purpose (*e.g.*, to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the confidentiality designation, all Parties will continue to afford the material in question the level of protection to which it is entitled under the Designating Party's designation until the Court rules on the challenge.

7. ACCESS TO AND USE OF PROTECTED MATERIAL

7.1 Basic Principles.

A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this Action only for prosecuting, defending, or attempting to settle this Action. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Order. When the Action has been terminated, a Receiving Party must comply with the provisions of Section 13 below (FINAL DISPOSITION).

Protected Material must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorized under this Order.

7.2 Disclosure of "CONFIDENTIAL" Information or Items.

Unless otherwise ordered by the Court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated "CONFIDENTIAL" only to:

- (a). The Receiving Party's Outside Counsel of Record in this Action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this Action;
- (b). The officers, directors, and employees (including In-House Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this Action;

- 1 (c). Experts (as defined in this Order) of the Receiving Party to whom
2 disclosure is reasonably necessary for this Action and who have signed
3 the “Acknowledgment and Agreement to Be Bound” (Exhibit A);
- 4 (d). The Court and its personnel;
- 5 (e). Any court reporters and their staff;
- 6 (g). Professional jury or trial consultants, mock jurors and Professional
7 Vendors to whom disclosure is reasonably necessary for this Action and
8 who have signed the “Acknowledgment and Agreement to Be Bound”
9 (Exhibit A);
- 10 (h). The author or recipient of a document containing the information or a
11 custodian or other person who otherwise possessed or knew the
12 information;
- 13 (i). During their depositions, employee or representative witnesses of the
14 Producing Party, as reasonably necessary for the Action;
- 15 (j). During their depositions, witnesses (other than employee or
16 representative witnesses of the Producing Party) and attorneys for
17 witnesses in the Action to whom disclosure is reasonably necessary,
18 provided: (1) the deposing party requests that the witness sign the form
19 attached as Exhibit A hereto; and (2) the witness and the attorneys for
20 the witness will not be permitted to keep any Protected Material, unless
21 otherwise agreed by the Designating Party or ordered by the Court.
22 Pages of transcribed deposition testimony or exhibits to depositions that
23 reveal Protected Material may be separately bound by the court reporter
24 and may not be disclosed to anyone except as permitted under this
25 Stipulated Protective Order;
- 26 (k). Any mediator or settlement officer, and their supporting personnel,
27 mutually agreed upon by any of the Parties engaged in settlement
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discussions, provided that such individual(s) sign the form attached as Exhibit A hereto; and

- (l). Any other person(s) as to whom the Designating Party agrees to in writing.

7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or Items.

Unless otherwise ordered by the Court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only to the persons described in Section 7.2 above and under the conditions noted in Section 7.2 above, with the exception of (i) “the officers, directors, and employees (including In-House Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this Action” (*see* Section 7.2(b)); and (ii) deposition witnesses (other than employee or representative witnesses of the Producing Party) and attorneys for such witnesses (*see* Section 7.2(j)). Information or items designated as HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY may not be disclosed to such persons.

8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION

If a Receiving Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” that Receiving Party must:

- (a). Promptly notify the Designating Party in writing and include a copy of the subpoena or court order;
- (b). Promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by

1 the subpoena or order is subject to this Stipulated Protective Order. Such
2 notification will include a copy of this Stipulated Protective Order; and

3 (c). Cooperate with respect to all reasonable procedures sought to be pursued
4 by the Designating Party whose Protected Material may be affected.

5 If the Designating Party timely seeks a protective order, the Party served with
6 the subpoena or court order will not produce any information designated in this action
7 as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
8 ONLY” before a determination by the court from which the subpoena or order issued,
9 unless the Receiving Party has obtained the Designating Party’s permission. The
10 Designating Party will bear the burden and expense of seeking protection in that court
11 of its Protected Material and nothing in these provisions should be construed as
12 authorizing or encouraging a Receiving Party in this Action to disobey a lawful
13 directive from another court.

14 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
15 PRODUCED IN THIS LITIGATION

16 9.1 The terms of this Order are applicable to information produced by a Non-
17 Party in this Action and designated as “CONFIDENTIAL” or “HIGHLY
18 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” Such information produced by
19 Non-Parties in connection with this Action is protected by the remedies and relief
20 provided by this Order. Nothing in these provisions should be construed as
21 prohibiting a Non-Party from seeking additional protections.

22 9.2 In the event that a Receiving Party is required, by a valid discovery
23 request, to produce a Non-Party’s confidential information that is in the Receiving
24 Party’s possession, and the Receiving Party is subject to an agreement with the Non-
25 Party not to produce the Non-Party’s confidential information, then the Receiving
26 Party will:

- (a). Promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;
- (b). Promptly provide the Non-Party with a copy of the Stipulated Protective Order in this Action, the relevant discovery request(s), and a reasonably specific description of the information requested; and
- (c). Make the information requested available for inspection by the Non-Party, if requested.

9.3. If the Non-Party fails to seek a protective order from this Court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party will not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the Court. Absent a Court order to the contrary, the Non-Party will bear the burden and expense of seeking protection in this court of its Protected Material.

10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Order, the Receiving Party must immediately: (a) notify in writing the Designating Party of the unauthorized disclosures; (b) use its best efforts to retrieve all unauthorized copies of the Protected Material; (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order; and (d) request such person or persons to execute the "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit A.

11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

Pursuant to Rule 502 of the Federal Rules of Evidence, the production or disclosure of any documents, electronically stored information (“ESI”), items, or other information subject to a claim of privilege (including the attorney-client privilege, attorney work-product protection, or any other privilege or protection recognized by law) shall not under any circumstance be deemed a waiver in whole or in part of the Producing Party’s claim of privilege, either as to the specific information disclosed or as to any other information, even if the information involves the same or similar subject matter. Accordingly, as explicitly set forth in Rule 502(d), a Producing Party’s production of information subject to a claim of privilege (including the attorney-client privilege, attorney work-product protection, or any other privilege or protection recognized by law), whether inadvertent or not, shall be without prejudice to any subsequent claim by the Producing Party that such discovery material is privileged or otherwise protected, and shall not under any circumstance be deemed a waiver of any such privilege or protection in either this Action or any other federal or state proceeding. Upon learning of the disclosure of privileged information, the Producing Party shall provide written notice to the Receiving Party. The Receiving Party shall then treat the protected documents or information as privileged or otherwise protected from disclosure according to Federal Rule of Civil Procedure 26(b)(5)(B), and shall immediately return such privileged or otherwise protected material to the Producing Party. This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review.

12. MISCELLANEOUS

12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification by the Court in the future.

12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order no Party waives any right it otherwise would have to object to

1 disclosing or producing any information or item on any ground not addressed in this
2 Order. Similarly, no Party waives any right to object on any ground to use in evidence
3 of any of the material covered by this Order.

4 12.3 Filing Protected Material. A Party that seeks to file under seal any
5 Protected Material must comply with Civil Local Rule 79-5. Protected Material may
6 only be filed under seal pursuant to a court order authorizing the sealing of the specific
7 Protected Material at issue. If a Party's request to file Protected Material under seal
8 is denied by the Court, then the Receiving Party may file the information in the public
9 record unless otherwise instructed by the Court.

10 12.3 Party's Own Material. Nothing herein shall prevent any party or third
11 party from disclosing its own Protected Material in any manner that it considers
12 appropriate.

13 13. FINAL DISPOSITION

14 After the final disposition of this Action, as defined in Section 4, within sixty
15 (60) days of a written request by the Designating Party, each Receiving Party must
16 return all Protected Material to the Producing Party, including all copies, abstracts,
17 compilations, summaries, and any other format reproducing or capturing any of the
18 Protected Materials, or destroy such material. Notwithstanding this provision,
19 Counsel are entitled to retain an archival copy of all pleadings, motion papers, trial,
20 deposition, and hearing transcripts, court filings, legal memoranda, correspondence,
21 deposition and trial exhibits, expert reports, attorney work product, and consultant
22 and expert work product, even if such materials contain Protected Material. Any such
23 archival copies that contain or constitute Protected Material remain subject to this
24 Protective Order as set forth in Section 4 (DURATION).

14. WILLFUL VIOLATION

Any willful violation of this Order may be punished by civil or criminal contempt proceedings, financial or evidentiary sanctions, reference to disciplinary authorities, or other appropriate action at the discretion of the Court.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

DATED: Feb. 9, 2024

By: /s/ Gillian L. Wade
Milstein Jackson Fairchild & Wade, LLP
Attorneys for Plaintiffs Williene Jackson-
Jones and Karen Santos

DATED: Feb. 9, 2024

By: /s/ James F. Speyer
Arnold & Porter Kaye Scholer LLP
Attorneys for Defendants Epoch
Everlasting Play, LLC and Target
Corporation

DATED: Feb. 9, 2024

By: /s/ Kevin S. Asfour
K&L Gates LLP
Attorneys for Defendant Amazon.com
Services LLC

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: February 12, 2024


HON. STEVE KIM
United States Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [full name], of _____
[full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on [date] in the case of *Williene Jackson-Jones, et al. v. Epoch Everlasting Play, LLC, et al.*, Case No. 2:23-cv-02567-ODW-SK (C.D. Cal.). I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action.

Date: _____

City and State where signed: _____

Printed name: _____

Signature: _____